

Date

Dear Resident:

The monthly cost for the apartment you are renting at the above address is subsidized by the federal government through the project-based Section 8 Program. This rent subsidy is made available under a contract with the U.S. Department of Housing and Urban Development (HUD), and covers the difference between the apartment rent and 30 percent of your adjusted monthly income. The subsidy is "project-based" because it can only be used to lower the rents in this apartment complex.

Federal and state laws require owners to provide tenants with written notice at a specified time prior to the expiration or ending date of Section 8 contracts. Although there will be no immediate change in your lease, this notice informs you of the actions we anticipate taking when the contract expires at least 12 months from now so that you can plan for any changes that might occur.

The Section 8 contract that pays the government's share of your apartment rent expires on \_\_\_\_\_ (date of contract expiration, at least 12 months from date of this letter). This is to notify you that we anticipate taking OPTION \_\_\_\_, (choose only one option) described below, although we have the right later on to take one of the other options listed.

**OPTION 1: We intend to renew the current project-based Section 8 contract when it expires.**

At this time, we expect HUD to allow us to renew the contract for the above property, as long as the U.S. Congress provides sufficient funding. If that happens, you will continue to pay the same amount for rent as long as your income does not change. In a few cases, HUD may not allow owners to renew their contracts, even if they want to. If we are not offered a new contract, it is our understanding that tenant-based Section 8 rental vouchers or certificates will be provided through the local housing authority to all tenants who currently receive, and remain eligible for, Section 8 rent subsidies.

It is also possible that we will decide, at some future date before the contract expires, not to renew the contract. If this occurs, tenant-based Section 8 rental vouchers or certificates will be provided to all tenants who are eligible for Section 8 rent subsidies.

**OPTION 2: We do not intend to renew the current project-based Section 8 contract, but will accept tenant-based Section 8 vouchers or certificates.**

Although we do not plan at this time to renew our current project-based Section 8 contract, it is our understanding that tenant-based Section 8 rental vouchers or certificates will be provided through the local housing authority to all tenants who currently receive, and remain eligible for, rent subsidies. If that happens, the amount you pay for rent will stay the same, as long as your income does not change and the new rent charged for your apartment is no more than the maximum rent amount allowed by HUD or the housing authority.

It is also possible that we will decide, at some future date before the contract expires, to renew the contract. In this event, project-based Section 8 rental subsidies will continue, and there will be no change in the type of rent subsidy you receive or in the amount you pay for rent, as long as your income does not change.

**OPTION 3: We do not intend to renew the current project-based Section 8 contract or accept tenant-based certificates or vouchers.**

At this time, we do not plan to renew our current project-based Section 8 contract with HUD or accept tenant-based Section 8 rental vouchers or certificates after the contract expires. It is our understanding that Section 8 rental vouchers or certificates will be provided through the local housing authority to all tenants who currently receive, and remain eligible for, rent subsidies. However, if you decide to stay in your current apartment or move to another apartment within this complex, you will have to pay the full rent yourself.

It is also possible that we will change our minds and decide, before the contract expires, to either renew the contract or accept vouchers or certificates. In this event, the amount you pay for rent will stay the same, as long as your income does not change and the new rent that is charged for your apartment is no more than the maximum rent amount allowed by HUD or the housing authority.

**Section 8 Voucher and Certificate Information**

If the current project-based Section 8 contract is not renewed, we will be allowed to increase rents within the limits described in your lease and state and local laws. However, you may be eligible for a Section 8 voucher or certificate. Unlike the current project-based Section 8 contract, Section 8 vouchers and certificates are "tenant-based" because they are not attached to your unit. They may be used in any rental property, as long as owners meet certain conditions, and accept Section 8 assistance.

## *Section 8 Sample Letter Format*

If you qualify for Section 8 vouchers or certificates, you will pay 30 percent of your adjusted monthly income, and the Section 8 Program will pay the rest of the rent up to the maximum rent allowed by HUD or the housing authority. If the new rent, however, is greater than the rent that is allowed by HUD or the housing authority, you will have to pay the additional amount yourself or move to another rental property where the rent can be covered by your voucher or certificate.

The current monthly rent for your apartment is \$ \_\_\_\_\_. Following the termination or expiration of the Section 8 contract, the anticipated new rent for your apartment will be at least \$ \_\_\_\_\_. We will notify you of your new rent obligation at least 30 days before any increase becomes effective. Please remember that, if the contract is not renewed, any new Section 8 vouchers or certificates will help pay some or all of the increase. Your share of the new rent amount will be calculated at the time the contract expires, based on your Section 8 eligibility and your household's adjusted monthly income.

Information on the Section 8 Program is available from several sources, listed here for your convenience:

### Local Public Housing Authority

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### HUD Field Office

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### Legal Services Organization

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*Section 8 Sample Letter Format*

A copy of this notice has been sent to \_\_\_\_\_  
(mayor of city or chairperson of county board of supervisors), the local housing authority,  
and the State of California Department of Housing and Community Development.

Sincerely,

(Owner)